

EXHIBIT 11**CAUSE NO. 25-01-00068**

ALLIANCE FARM AND RANCH, LLC,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
v.	§	MONTGOMERY COUNTY, TEXAS
	§	
ERIK C. OSTRANDER and, DARLA	§	
OSTRANDER	§	
<i>Defendants</i>	§	
	§	
RE: 5450 Honea Egypt Road	§	284th Judicial District Court
Montgomery, TX 77316	§	

**AFFIDAVIT OF JEROD FURR,
INDIVIDUALLY AND ON BEHALF OF ALLIANCE FARM AND RANCH**

BEFORE ME, the undersigned authority, personally appeared **Jerod Furr**, who, being duly sworn, stated as follows:

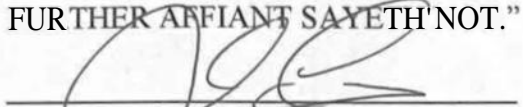
1. "My name is Jerod Furr. I am over 18 years of age, of sound mind, and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.
2. I am the managing member of Alliance Farm and Ranch LLC, the Plaintiff in the above-styled lawsuit. I have reviewed the foregoing Verified Original Petition and Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction, including all facts stated therein and all attached exhibits as follows:
 - a) **Exhibit 01.** Warranty Deed Dated Apr. 01, 2022 and Farm and Ranch Real Estate Contract
 - b) **Exhibit 02.** Real Estate Lien Note Dated Apr. 01, 2022
 - c) **Exhibit 03.** Deed of Trust Dated Apr. 01, 2022
 - d) **Exhibit 04.** Apr. 2nd text Dated Apr. 02, 2024
 - e) **Exhibit 05.** NOTICE of default- demand for payment- opportunity to cure Dated Sep. 26, 2024
 - f) **Exhibit 06.** NOTICE of acceleration and posting Re Dec. 3rd sale Dated Nov. 06, 2024
 - g) **Exhibit 07.** Settlement Agreement Dated Nov. 28, 2024
 - h) **Exhibit 08.** NOTICE of acceleration and posting Re Jan. 7th sale Dated Dec. 06, 2024
 - i) **Exhibit 09.** NOTICE of foreclosure sale Re Jan. 7th sale Dated Dec. 06, 2025
 - j) **Exhibit 10.** Substitute Trustee Deed Dated Jan. 07, 2025
 - k) **Exhibit 11.** Milner Sales Contract with Furr Disclosure (Nov. II, 2024) Dated Feb. 27, 2025

JEROD FURR'S AFFIDAVIT OF VERIFICATION

- l) **Exhibit 12.** Text stating “moving in by the end of the month” Dated Aug. 31, 2022
 - m) **Exhibit 13.** Text Re \$170k “penalty” plus \$55k a month May 22, 2024
 - n) **Exhibit 14.** Text Re refinance and “figure out a settlement amount” Aug. 26, 2024
 - o) **Exhibit 15.** 4.5 M Owed. Pay 500k Apr. 1 and pay the rest over 6 months Mar. 22, 2024
 - p) **Exhibit 16.** Remodeling invoices Apr – Dec 2022
3. The factual statements contained in the petition are true and correct based on my personal knowledge. The exhibits attached to the Petition are true and correct copies of the original documents that I have kept in my file as part of the records that I keep regarding the property located at 5450 Honea Egypt Road, Montgomery, Texas, 77316. The factual matters that the Petition and Application for Temporary Restraining Order state are true and correct and based on my personal knowledge.
4. In particular, Alliance Farm and Ranch, LLC was formed to purchase the property located at 5450 Honea Egypt Road, Montgomery, Texas, 77316. I signed a Farm and Ranch Real Estate Contract (Exhibit 1), to both live there as my personal residence (which I did) as well as operate the farm and ranch, mainly raising and selling cattle.
5. I purchased the property in April of 2022, and was fully moved in by August of 2022.
6. Erik Ostrander and I had several discussions about the property, and namely, the note that was owed. It was my understanding based on those conversations that when the property was sold, he would keep what was owed on the note, and I would take any proceeds over and above that.
7. I did not receive the September 26, 2024 Notice described in Exhibit 5. It was sent to the wrong address.
8. I did not receive the November 6, 2024 Notice by certified mail.
9. I entered into the Settlement Agreement on or about November 28, 2024 (Exhibit 7) under duress from Erik Ostrander. I never would have paid \$100,000.00 towards a Settlement Agreement if I did not believe that the parties were going to work together to sell the property such that Erik would be paid on the Note and I would receive the excess proceeds.
10. It was not until after the foreclosure sale that Erik told me that I was not getting an “f’ing” thing out of the property.
11. If the sale of the property that is scheduled for April 25, 2025, is not temporarily enjoined, both myself and Alliance Farm and Ranch, LLC will suffer immediate and irreparable injury, loss and damage. The property that I put so much money into will be gone to a third party purchaser.

12. I make this affidavit in support of the petition and application for temporary and permanent injunctive relief and I make it in my individual capacity as well as in my capacity as the Managing Member of Alliance Farm and Ranch, LLC.

FURTHER AFFIANT SAYETH 'NOT.'"


Jerod Furr, individually, and as Managing
Member of Alliance Farm and Ranch, LLC

SWORN TO and SUBSCRIBED before me by Jerod Furr on this April 21, 2025.


Notary Public, State of Texas
My Commission Expires: QV] 23/2025

